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Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

DONALD BUMPUS,

Plaintiff,

v.

Griffin Glass, LLC, and Mr. Dalton Griffin,

Defendants.

IN ADMIRALTY

Case No.

**COMPLAINT**

COMES NOW Plaintiff DONALD BUMPUS, (hereinafter "Plaintiff") and alleges  
as follows:

1. This action is an admiralty and maritime dispute within the meaning of  
Rule 9(h) of the Federal Rules of Civil Procedure and the Court's jurisdiction over this  
action rests in Title 28 U.S.C. § 1333.

2. Plaintiff is and was at all pertinent times an individual residing in Chignik  
Lagoon, Alaska. Plaintiff is the owner of the fishing vessel KIMBERLY DAWN.

3. Defendant Griffin Glass, LLC is a Limited Liability Company organized  
under the laws of the State of Alaska, and doing business in Kodiak, Alaska.

COMPLAINT

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1.           4.       Defendant Dalton Griffin is an individual who, at times relevant to the  
2. facts alleged in this lawsuit, was residing in Kodiak, Alaska. Defendant Dalton Griffin  
3. was the manager and the only member of Griffin Glass, LLC.

4.           5.       On July 17, 2022, the F/V KIMBERLY DAWN grounded leaving Kodiak  
5. Island, Alaska.

6.           6.       The grounding resulted in damage to the vessel's fiberglass hull structure.

7.           7.       Plaintiff Donald Bumpus obtained a repair quote from the Defendants for  
8. the total amount of \$86,575.00, to complete the repairs by the end of the year 2022.

9.           8.       Mr. Griffin represented himself as an experienced, capable and available  
10. to perform the required repairs.

11.          9.       Plaintiff Donald Bumpus hired Dalton Griffin / Griffin Glass, LLC., to  
12. perform the repairs to the F/V KIMBERLY DAWN.

13.          10.      Mr. Griffin began working on the F/V KIMBERLY DAWN after he  
14. received a deposit for work to be performed in the amount of \$20,000.00, in August  
15. 2022. Plaintiff subsequently paid Defendants additional \$10,000.00 in September 2022,  
16. \$5,000.00 in October 2022, and \$25,000.00 in December 2022. The total sum paid to the  
17. Defendants was \$60,000.00.

18.          11.      In or about January 2023, Defendants abandoned the project.

19.          10.      On February 2, 2023, Defendants' work was examined by Plaintiff and by  
20. Marine Surveyor Jack L. McFarland of Alaska Marine Surveyors, Inc. The work  
21. performed by Defendants was determined to be faulty and substandard and below the  
22. industry standard.

23.          11.      By February 2, 2023, plaintiff Donald Bumpus paid \$60,000.00 to  
24. defendants for repairs.

25.  
26. COMPLAINT

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1.           12.     On February 5, 2023, Angel Bravo, a fiberglass contractor for Bravo  
2. Marine, LLC., located in Kodiak, Alaska, was hired to complete the fiberglass work on  
3. the F/V KIMBERLY DAWN.

4.           13.     In the process of performing repairs, Mr. Bravo had to take apart and rip  
5. out the substandard work done by the Defendants and start most of the work from the  
6. beginning.

7.           14.     Plaintiff paid Bravo Marine, LLC a total of \$79,900.00 to complete the  
8. repairs.

9.           15.     In addition, Plaintiff paid surveyor Jack McFarland \$6,575.13 for survey  
10. of the work needed to be performed, performed by Defendants, and needed to be redone  
11. by Bravo Marine, LLC. The vessel was finally repaired and in seaworthy condition mid-  
12. 2023. As a result of the delay, the vessel missed the pot cod fishing season.

13.          16.     Defendants materially breached the ship repair contract between Donald  
14. Bumpus and Defendants.

15.          17.     Defendants breached their implied warranty of workmanlike performance  
16. in the course of their attempted performance of the ship repair contract.

17.          18.     Defendants were negligent and breached the duty of care they owed to the  
18. Plaintiff in the course of their attempted performance of the ship repair contract.

19.          19.     Defendants are liable to Plaintiff for all damages, costs, and expenses  
20. caused by Defendants' breach of contract, breach of the warranty of workmanlike  
21. performance, and negligence.

22.                   **PRAYER FOR RELIEF**

23.           WHEREFORE, PLAINTIFF DONALD BUMPUS respectfully requests the  
24. following relief:  
25.

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1. A. Judgment against Defendants, jointly and severally, for all damages caused by  
2. their conduct as alleged above, in the amount to be proved at trial, but not less  
3. than \$60,000.00, plus prejudgment interest, surveyor's fees in the amount of  
4. \$6,575.13, court costs, and attorneys' fees;

5. B. Other relief as this Court may deem just and proper.

7. DATED this 20th day of October, 2023.

8. HOLMES WEDDLE & BARCOTT, P.C.

10. s/Svetlana P. Spivak  
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